

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
WESTERN DIVISION**

CEDRIC CRUMP,

PLAINTIFF,

VS.

CIVIL ACTION NO. 3:04CV146-P-A

**LOADMASTER F/D/B/A INTER-TECO
CORPORATION,**

DEFENDANT.

ORDER

This matter comes before the court upon Defendant's Motion to Dismiss [6-1]. Upon due consideration of the motion and the response filed thereto the court finds as follows, to-wit:

Because the motion to dismiss is clearly without merit it should be denied. Contrary to the rationale set forth in the instant motion, the action at bar does not seek to rescind the contract between the parties. Rather, the Complaint seeks a judgment declaring the principal sum outstanding under the Secured Promissory Note and Second Mortgage to be immediately due and payable per the contract provisions, as well as attorneys' fees, costs, and pre- and post-judgment interest. There is no mention of seeking rescission of the contract.

IT IS THEREFORE ORDERED AND ADJUDGED that Defendant's Motion to Dismiss [6-1] is hereby **DENIED**.

SO ORDERED this the 15th day of July, A.D., 2005.

/s/ W. Allen Pepper, Jr. _____
W. ALLEN PEPPER, JR.
UNITED STATES DISTRICT JUDGE